

Crystal Clear Bristol Ltd. - Terms & Conditions for the Supply of Goods and Services to Consumers

1. Interpretation

1.1 The definitions in this clause apply in the Terms and Conditions set out in this document:

Goods: the products that we are selling to you as set out in the Order.

Installation Services: the installation services as detailed overleaf which you agree to purchase from us.

Order: your order for the Goods and/or Installation Services as set out overleaf.

Order Confirmation: shall have the meaning set out in clause 2.5.

Price: is as defined in clause 9.1 of these terms.

Terms: the Terms and Conditions set out in this document and any special or additional Terms and Conditions agreed in writing by the company and recorded overleaf.

We, Crystal Clear Bristol Ltd., whose registered address is 24 Emery Road, Brislington, Bristol BS4 5PF. Company No. 3874720. VAT Reg No. 742079141

Writing: or **written** includes e-mail.

1.2 Headings do not affect the interpretation of these Terms

2. Our contract with you

2.1 (a) These are the Terms and Conditions on which we supply the Goods and or Installation Services to you;

(b) Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you sign the Order. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us.

(c) Works or items which you may feel have been verbally agreed with our sales team are not included unless they are specifically written into the contract.

(d) We consider that these Terms and the Order constitute the whole agreement between you and us.

2.2 Any samples, drawings or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Goods they describe. The units specified on the Order will be manufactured according to the published specification, but pursuant to our policy of continuous improvements to our products, we must reserve the right to modify such specifications from time to time.

2.3 We may need to make changes to the specification of the Goods if required to conform with any applicable safety or other statutory requirements.

2.4 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.5 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.6 These Terms shall become binding on you and us when we issue you with written acceptance of an Order at which point a contract shall come into existence between us.

2.7 We have the right to revise and amend these Terms from time to time. You will be subject to the polices and terms in force at the time that you order the Goods from us, unless any change to those policies of these Terms is required by law or government regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. The Goods

3.1 We warrant that on delivery the Goods shall:

(a) conform in all material respects with their description (please note windows and conservatories made from wood will always vary in appearance, particularly when finished wood stains are applied. Each tree has individual characteristics, some wood stain colours when applied may appear lighter or darker and we can take no responsibility for colour variation or matching existing colours and will not enter into any discussions in this regard);

(b) be satisfactory quality;

(c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;

(d) be free from material defects in design, material and workmanship (please note that we cannot accept liability for imperfections of minor or insignificant nature – this is in accordance with the guidelines set out by the Glass and Glazing Federation); and

(e) comply with all applicable statutory and regulatory requirements.

3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 We will take reasonable steps to protect the Goods properly and to ensure that you receive your order in good condition.

3.5 These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. Defective goods and returns

4.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery. Subject to clause 4.3 we will check whether the Goods are faulty and if so we will:

(a) provide you with a full or partial refund; or

(b) replace the Goods; or

(c) repair the Goods.

4.2 These Terms will apply to any repaired or replacement Goods we supply to you.

4.3 If any due payment is outstanding we may refuse to carry out remedial works (including any guarantee provisions) where reasonable.

4.4 The Company undertakes to repair or replace, at the option of The Company. Any Goods which are shown to be defective in materials or workmanship will be Guaranteed, the period of Guarantee varies by the type of product and it's manufacturer. Please refer to our website to find the exact Guarantee period for your particular product. The Company will not be under any liability under this Guarantee if:

4.4.1 You have not paid in full for the Goods and/or

4.4.2 Any person not authorised by The Company has carried out or attempted to carry out repairs or alterations to the Goods and/or

4.4.3 You do not follow The Company's recommendations for the care and maintenance of the Goods or you otherwise fail to take proper care of the Goods and/or

4.4.4 You do not notify The Company within one month of the defect becoming apparent.

4.5 All claims made under this Guarantee must be made to The Company's Helpline on 0117 9717 880.

4.6 You should note the following important information about the Goods:

4.6.1 Although double glazed units normally reduce condensation on glass, there can be variation in different types of property and therefore no guarantee of a reduction in condensation can be given.

4.6.2 All glass used by The Company is of suitable quality for installation in domestic properties. Due to the nature to the manufacturing process, however, the glass cannot be guaranteed to be completely free from minor blemishes and imperfections which will in no way affect the performance of the double glazed units.

4.6.3 The Company draws to your attention the fact that glass has a soft surface and reasonable care should therefore be taken in cleaning the windows to prevent damage to the surface from abrasive cloths or detergents etc. Any damage found to be caused by inappropriate cleaning will invalidate this Guarantee.

4.6.4 All leaded glass windows produced by The Company are individually made by hand. The Company will use its reasonable endeavours to ensure that the colour designs on the glass match as closely as possible the shades of colour depicted in any of The Company's brochures or samples shown to you. However, due to nature of the production process, and the inherent properties of the glass, The Company does not warrant that a perfect colour match will be made.

4.6.5 Whilst The Company takes all reasonable steps to preserve the appearance of the brass ware and lead ware used in its products, by their nature both brass and lead will tarnish when exposed to the atmosphere. The Company's Guarantee does not therefore extend to cover either brass or lead ware. The Company recommends you regularly maintain such fittings by cleaning and polishing to reduce as far as possible the defects of tarnishing.

5. Delivery

5.1 Delivery and/or installation dates suggested and marked overleaf are estimates only and subject to our written confirmation. Whilst we will use reasonable endeavours to effect delivery and complete installation by estimated dates, you shall not be entitled to terminate this contract by reason only of our failure to effect delivery or complete installation by the estimated dates.

5.2 We will endeavour to meet the estimated time-frame for delivery and installation. In the event of delays in completing works, you will be kept informed. If there are any special circumstances which make the estimated completion date particularly important, these should be notified to us in writing prior to you placing the Order.

6. Installation

6.1 We will carry out only the Installation Services shown overleaf and on any final survey sheet.

6.2 You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the installation between the hours of 8.00am and 5.00pm.

6.3 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the works and which become evident as the Installation Services progress.

6.4 We cannot accept liability for imperfections of a minor or insignificant nature.

6.5 We will rectify any damage to plastering caused during installation to the areas close (in our reasonable opinion) to the items being replaced, but we cannot undertake to match exact finishes such as external rendering.

6.6 We will take utmost care when removing windows and doors where tiling has been fitted up to the windows and doors but can take no responsibility or accept any liability for damaged tiles which break under flexing when removing windows and doors as it is almost certain that tiles will break in this situation.

6.7 It is your responsibility to remove and replace curtains, blinds and pelmets. We will not be required to remove existing fittings and materials so that they may be capable of re-use. It is not possible to ensure an exact match to existing brickwork due to manufacturing processes, however we will use reasonable endeavours to obtain as close a match as possible.

6.8 We can provide, at additional cost, a skip for the removal of waste material from the site. If you make alternative arrangements for the removal of waste material, we cannot accept liability in respect of any accident, injury or damage resulting from your inability to arrange for the safe disposal of such waste material.

6.9 We are unable to guarantee that condensation will be eliminated following installation and give no warranty in this regard.

6.10 We are not permitted to move telephone cables and junction boxes attached to existing window frames. It is your responsibility to arrange with your telephone provider for the relocation of these, either before or during installation.

6.11 It is your responsibility to ensure that any door bell or alarm systems attached to doors or windows which are to be replaced are disconnected before installation (and replaced and connected following installation).

7. Approvals

7.1 We will arrange Building Control certification and electrical safety certification in accordance with "Part P" of the building regulations, where appropriate.

7.2 Unless otherwise agreed it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations planning permission, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation on these circumstances will be chargeable to you.

7.3 Any additional work found to be necessary subsequent to this contract being entered into in order to obtain or comply with any statutory or other approval or consent will (if undertaken by us) be charged to you in full.

8. Title and risk

8.1 The Goods will be your responsibility from the time of delivery.

8.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

9. Price and payment

9.1 The price shall be the sum shown on the contract and paid as follows:

(1) A deposit as shown is payable on acceptance of the order

(2) A stage payment is payable 48 hours prior to installation. (However, if the contract is under agreed sizes the full balance is payable 48 hours prior to installation)

(3) Final balance is payable to the fitters on installation

9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

9.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of Lloyds TSB plc from time to time. This interest shall accrue on a daily basis from the due date until the date the actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

9.4 In the event of any minor defect with, or damage to components, such as but not limited to profile, glass, handles, hardware, weather seals and the like, under the terms of the contract the installation will be deemed practically complete and the final balance will become payable. The company will accept the customer withholding retention of 5% of the outstanding balance in these circumstances until the defect is resolved, upon which payment is required without delay.

9.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

9.6 We agree to fully investigate any alleged defect notified to us by you provided we have received full payment of all sums due and payable to us by you.

10. Our liability to you

10.1 Subject to clause 10.3 below, if we fail to comply with these Terms, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

10.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose.

10.3 We shall not be responsible for the losses or damages that fall into the following categories:

(a) loss of income or revenue;

(b) loss of profit;

(c) indirect loss;

(d) consequential loss;

(e) loss of business;

(f) loss of anticipated savings;

(g) loss of data; or

(h) damages for disappointment or inconvenience, however, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.4 Our total liability to you in respect of all losses arising under or in connection with the contract shall not exceed the total amount paid by you under the contract.

10.5 We do not exclude or limit in any way our liability for:

(a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

The customer's attention is drawn in particular to the provisions of clause 8.

(d) breach of the terms implied by section 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);

(e) defective products under the Consumer Protection Act 1987.

11. Notice of the Right to Cancel

11.1 You have the right to cancel this contract if you want to.

11.2 Products such as windows and doors which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

11.3 Products which are not made to measure – in addition to the right to cancel without charge up to 14 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.

11.4 Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.

11.5 The cancellation notice may be given to Crystal Clear Bristol in writing or by emailing to: enquiries@crystalclearbristol.co.uk

11.6 The notice of cancellation is deemed to be served as soon as it is posted or sent to Crystal Clear Bristol or in the case of an e-mail from the day it is sent to Crystal Clear Bristol.

11.7 Any related credit agreement will be automatically cancelled if the contract for goods or services is cancelled.

11.8 To cancel the contract you must inform us in writing in accordance with clause 2.7

11.9 No provision of these terms and conditions will adversely affect the rights of any Consumer (as defined in the Unfair Contract Terms Act 1977, the Unfair Terms in Consumer Contracts Regulations 1999 and Consumer Protection (Distance Selling) Regulations 2000).

12. Events outside our control

12.1 We will not be liable or responsible for any failure to perform, or delay in our performance of any of our obligations under these Terms that is caused by events outside out reasonable control (a **"Force Majeure Event"**)

12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

(a) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(b) fire, explosion, inclement weather, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

(c) impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport;

(d) impossibility of the use of public or private telecommunications networks;

(e) the acts, decrees, legislation, regulations or restrictions of any government.

(f) pandemic or epidemic.

12.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

13. Transfer of rights and obligations

13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

13.2 You may not transfer your rights and obligations under these Terms to any other person. However you may transfer your warranty for the product installed within this contract on the payment of £75 plus VAT should your property be sold, within 30 days of purchase.

14. Notices and communications

If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to Crystal Clear Bristol at 24 Emery Road, Brislington, Bristol BS4 5PF or by email to enquiries@crystalclearbristol.co.uk . We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.

15. General

15.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or enforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

15.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.